

## **INVITATION FOR BIDS**

# NEW HVAC SYSTEM FOR BCA BUILDING CAREERS ACADEMY UPO's YOUTH SERVICES DIVISION

IFB # 2024-08

#### **Request for Proposal (IFB) Cover Page**

Solicitation Issue Date: Friday, June 28, 2024							
Solicitation Closing Date: Friday, July 26, 2024 Solicitation Closing Time: 2:00 PM (EST)							
Issued By: United Planning Organization (UPO)							
Address: 301, Rhode Island Ave, NW, Washington, DC 20001							
Telephone Number: 202-238-4600							
UPO is a non-profit agency in the District of Columbia, founded in 1962 and is exempt from any state or federal taxes.							
Unless otherwise stated, the unit pri	ice shall be the net price.	Separa	te unit and total prices must be	shown, if applicable.			
<b>Site Visits:</b> For scheduling a site visit, please contact Patrick Agbionu, Director of Facilities Division at phone #202-238-4734 or email at <a href="mailto:pagbionu@upo.org">pagbionu@upo.org</a>							
Responses must be received on or before <b>July 26, 2024</b> by 2:00 PM. Early submission of proposals is encouraged.							
BCA - IFB #2024-08." in the subject	<b>Electronic responses:</b> Please submit your Proposal to procurement@upo.org, referencing "New HVAC System for BCA - IFB #2024-08." in the subject line. <u>Do Not</u> send questions to this email address as this is meant for receiving proposals only and it is not monitored on regular basis.						
For questions/information, please email Rizwanul Haque, Procurement Officer, at <u>rhaque@upo.org</u> referencing "New HVAC System for BCA-IFB #2024-08." in the subject line. Questions/information must be emailed no later than <b>COB on Monday, July 15, 2024.</b> Questions received by this date will be answered within three (3) business days and Q&A will be posted on the UPO website. <i>Questions sent to <u>procurement@upo.org</u> will not be answered as this email box is not monitored on regular basis.</i>							
Small or minority-owned businesses are encouraged to respond to this solicitation.							
United Planning Organization reserves the right to waive informalities or irregularities, to reject any or all proposals received, to accept the proposal deemed best for the organization, and/or request new proposals, if necessary.							
Any objection to the above conditions must be clearly indicated in the proposals.							
Payment Term - N-30: From the date the invoice is received by Accounts Payable of UPO's Finance Division.							
In compliance with this IFB and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.							
VENDOR IDENTIFICATION							
Company Name:							
Mailing Address:							
Telephone:							
Email Address:							
Print Name	Title		Authorized Signature	Date			

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#### I. PURPOSE

The United Planning Organization (UPO) invites experienced, qualified, and licensed contractors to submit proposals to supply and install new HVAC System at the Building Careers Academy (BCA), located in the District of Columbia, as detailed in this IFB.

The purpose of this solicitation (IFB) is to convey the detailed requirements to prospective bidders from among the qualified and duly licensed contractors.

#### II. CONTRACT PERIOD AND RENEWALS

The term of any contract resulting from this IFB will be from <u>August 15, 2024</u> (or from the date the agreement is executed) to <u>October 31, 2024</u> so as to ensure that the supply and installation work is completed within the period of four (4) weeks from the date the work starts.

#### III. UNITED PLANNING ORGANIZATION (UPO) BACKGROUND

UPO was founded in 1962 as a 501(c) (3) non-profit, human service organization and following passage of the Economic Opportunity Act of 1964, UPO was designated as the <u>Community Action Agency</u> (CAA) for the Washington, DC metropolitan area. As the only designated CAA for the District of Columbia, UPO's 400+ employees are responsible for providing leadership, support and advocacy to low-income residents as a means of attaining self-sufficiency by offering more than 20 programs to more than 55,000 residents annually.

UPO has a mission to unite people with opportunities and offers an array of programs including:

- Head Start and Early Head Start
- Comprehensive youth services including out-of-school and after-school programs for elementary through high school students
- Emergency rental assistance and housing counseling services
- Year-round homeless transportation services and wellness checks
- Demand-driven vocational skills development in nine content areas
- Comprehensive substance abuse treatment services
- Community-based, volunteer tax preparation services
- Job placement and career development services
- Foster Grandparents Program, senior volunteer services
- Community leadership and volunteerism opportunities
- Affordable housing development
- Reentry support services

#### IV. SCOPE OF WORK

UPO is soliciting for a contractor for complete installation of two (2) 10 Ton RTUs with electric reheat. Also, adding two (2) multi-zone ductless split systems in a 10,000 square space.

#### Furnish and install (2) Trane 10-ton RTUs.

- 1. Install two (2) Roof Curbs
- 2. Install two (2) Honeywell 8000 Thermostats w/red link technology.
- 3. Install two (2) Economizers for Outside air to meet current code.
- 4. Install two (2) Concentric Ducted Diffusers for Air Circulation (supply/return air)
- 5. Furnish and install (2) Carrier Multi-zone ductless split systems:
- 6. Please see the items below:
  - Furnish and install one (1) 2-ton system.
  - Furnish and install three (3) Highwall Mounted Indoor Units
  - Furnish and install one (1) condenser.
  - Furnish and install three (3) Thermostat Remotes
  - Furnish and install three (3) Condensate Pumps
  - Furnish and install one (1) Pitch Pocket
  - Furnish and install two (2) 4x4 rails w/pad for condenser.
  - Furnish and install one (1) 4-ton system.
  - Furnish and install five (5) Highwall Mounted Indoor Units
  - Furnish and install one (1) condenser.
  - Furnish and install five (5) Thermostat Remotes
  - Furnish and install five (5) Condensate Pumps
  - Furnish and install one (1) Pitch Pocket
  - Furnish and install two (2) 4x4 rails w/pad for condenser.
- 7. Furnish and install new piping: Please see items below:
  - Condensate piping to be vinyl and to be pumped to the roof.
  - Refrigerant piping per equipment specs w/insulation
- 8. Roofing Allowance Scope:
  - Furnish and install two (2) RTU curbs.
  - Furnish and install two (2) Pitch pockets for piping.
  - Furnish and install six (6) Total hole penetrations cut into existing Steel decking.
  - Program the thermostats per customer's recommendations.
  - Power wiring Allowance
  - Start up and check the operation of new units per manufacturer's specifications.

#### V. <u>SITE VISIT</u>

Interested bidders are encouraged to personally visit the work site before submission of their proposal. They may contact Mr. Patrick Agbionu, Director, Office of Facilities Management, on phone number 202.315.7005 or email at pagbionu@upo.org to set up an appointment for the site visit.

#### VI. MINIMUM QUALIFICATION REQUIREMENTS

Following are the minimum requirements for a contractor to be selected for the supply and installation of new HVAC System for the Building Careers Academy of UPO's Youth Services Division located in Washington, DC:

- The contractor must be licensed and insured.
- The contractor must be registered with the Department of Buildings (DoB) to do business in DC.
- The contractor must have at least three years of experience in similar renovation projects.

#### VII. PROPOSAL REQUIREMENTS

#### A. General Requirements

1. To be considered for selection, bidders must submit a complete response to this IFB. The Proposal must be submitted electronically to UPO at **procurement@upo.org** No other distribution of the proposals shall be made by the bidder.

#### NOTE: A bidder may submit no more than one (1) proposal in response to this IFB.

- 2. Proposals shall be signed by an authorized representative of the bidder. All information requested should be submitted. Failure to submit all information requested may result in the organization requiring prompt submission of missing information and/or getting a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by UPO.
- 3. Proposals should be prepared simply, as thorough and detailed as possible, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB so that UPO may properly evaluate bidder's capabilities to provide the required services. Emphasis should be placed on completeness and clarity of content.
- 4. All responses are to be submitted on standard 8.5" X 11" paper size, in 12-point font minimum type. Bidders shall respond to the items in the order they are shown in the IFB. The responses should describe the most favorable terms and shall remain firm for 120 days from the bid opening date. Prices should be submitted exclusive of all federal, state, and local taxes.
- 5. All documentation submitted with the proposal should be contained in that one single volume.
- 6. Ownership of all data, materials and documentation originated and prepared for this IFB by any bidder shall belong exclusively to UPO.

#### B. Special Requirements

All pages of the proposal should be numbered, and the following are typical services and/or items that a successful bidder will be required to provide to UPO, if awarded the contract, and should be addressed in the proposal in the following order:

- 1. Proposal Cover Page: Please complete the proposal Cover Page and also the UPO Vendor Identification form included as an attachment (Appendix A) to the IFB.
- 2. Provide a brief description and history of your organization.
- 3. Include a statement that the bidder understands UPO requirements for this IFB.
- 4. Following required Attachments (<u>must</u> be submitted to UPO along with the proposal):
  - a. Completed and signed <u>IFB Cover Page.</u>
  - b. Completed and signed <u>Vendor Identification form</u> included as an attachment (Appendix A) to IFB.
  - c. Copy of <u>current business license</u> to operate in the District of Columbia.
  - d. Copy of current certificate of insurance evidencing coverage of the minimum required in this IFB.

e. List of at least three comparable work/client references to include organization name, brief description of the program, and contact person's name, telephone number, and email address; preferably including a community based non-profit organization.

#### VIII. GENERAL TERMS AND CONDITIONS

- 1. Additions and/or Deletions of Goods or Services: UPO reserves the right to add and/or delete goods or services to any contract entered into with the bidder. Should a requirement be deleted, payment to the bidder will be reduced proportionally to the amount of goods or services reduced in accordance with the proposed price. Should additional goods or services be required from the contract, prices for such additions will be negotiated between the bidder and UPO.
- 2. Termination of Contract: The contract may be terminated by either party at any time upon sixty (60) days written notice from the terminating party. Cancellation of the contract by either party shall in no way relieve the bidder of its responsibility to complete any and all work in progress at the time of the notice and for which payment has been received by the bidder.
- 3. Licenses: By submitting a proposal, bidder certifies that it has procured, and shall maintain in full force, all permits and licenses required to conduct its business lawfully and that it shall remain informed of and in compliance with all federal and local laws, ordinances and regulations that affect in any manner bidder's fulfillment of the contract.
- 4. Anti-Kickback Provision: This contract is subject to the provisions of the Anti-Kickback Enforcement Act of 1986. By agreeing to this binding agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of UPO for the purpose of obtaining this or any other agreement, purchase order or contract from UPO and (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act.
- 5. Non-Collusion/Fraud: By submitting a proposal, bidder warrants and certifies that neither bidder nor its employees or associates has contacted any unauthorized UPO employee, officer or elected official regarding the contents of this solicitation or the solicitation process. Bidder further warrants and certifies that neither bidder nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation. If at any time it shall be found that bidder or its employees or associates has, in the presenting of its proposal, colluded with any other party or parties for the purpose of preventing or restricting free competitive bidding, bidder's proposal shall be immediately rejected. Any contract awarded prior to the UPO's discovery of bidder's collusion shall be terminated and bidder shall be liable for all of its damages sustained by the UPO as a result of bidder's collusion.
- 6. Equal Opportunity: The bidder agrees not to discriminate against any employee or applicant for employment on account of any services, or activities made possible by or resulting from this IFB on the grounds of actual or perceived sex, race, color, religion, national origin, age (except minimum age and retirement provision), marital status, disability, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, source of income, place of residence or business, veteran status or any other characteristic protected under federal or District law. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by UPO which may result in ineligibility for further UPO contracts.

The bidder shall at all times in the proposal and contract process comply with all applicable UPO, DC, and federal anti-discrimination laws, rules, regulations and requirements thereof.

- 7. Right to Audit: UPO shall have the right to audit all invoices submitted by the bidder. The organization shall have the right to audit all relevant data upon which the bidder's fees are based.
- 8. Informal Communications: From the date of receipt of this IFB by each bidder until a binding contractual agreement exists with the selected bidder and all other bidders have been notified, or when UPO rejects all proposals, informal communications regarding this procurement shall cease. There shall be no requests from bidders to any Office or Department at UPO with the exception of Procurement Officer and they shall be emailed.
- 9. Formal Communications: From the date of receipt of this IFB by each bidder, until a binding contractual agreement exists with the selected bidder, and all other bidders have been notified, or when UPO rejects all proposals, all communications between UPO and the bidders will be formal emails.
- 10. Proposal Preparation Cost: Any costs incurred by bidders in preparing or submitting a proposal shall be the bidder's sole responsibility.
- 11. Small and Minority-Owned Enterprises: Pursuant to Federal Acquisition Regulations and UPO's procurement policy, UPO may offer contracting opportunities to small and minority firms, women's business enterprises and labor surplus area firms to the extent possible.
- 12. Federal, State and Local Taxes: UPO is exempt from State and federal taxes. Such taxes shall not be included in quoted prices, but if any taxes are known by the bidder to apply, they shall be shown separately. If not so shown, they shall be considered an expense of the bidder and deemed a part of the quoted prices.
- 13. Payments Terms: In the event there is a discrepancy between the order and the invoice, payment terms shall be effective starting on the date the discrepancy is resolved. Monies due or to become due to the bidder under the contract may be retained by UPO as necessary to satisfy any outstanding claim which UPO may have against the bidder. At any time or times before final payment and three year thereafter, UPO may have the bidders' invoices or vouchers and statement of cost audited.
- 14. Indemnification: Bidder shall indemnify, protect, defend and hold harmless UPO, its directors, officers, employees, and representatives from and against any and all claims arising from or connected with: (1) any alleged or actual breach by bidder or (2) any act or omission by bidder for services rendered under the contract and as may be allowed under applicable law. Monies due or to become due to the bidder under the contract may be retained by UPO as necessary to satisfy any outstanding claim which UPO may have against the bidder.
- 15. Insurance: Bidder shall, at all times, at its own expense, obtain and carry comprehensive liability insurance including errors and omissions coverage, property damage insurance and workers' compensation insurance in adequate amounts. Bidder shall keep such insurance in force for the duration and term of this agreement. All certificates of insurance or evidence of insurance must contain a thirty (30) day written notice of any cancellation, change, or termination of coverage. The insurance required shall be obtained from insurance company (ies) licensed to do business in the District of Columbia and shall be kept in force for 90 days after the last payment under the contract.
  - Workers' Compensation Insurance providing statutory limits for the District of Columbia.
  - Business Automobile Liability Insurance with a minimum of \$1,000,000 per occurrence.
  - Commercial General Liability Insurance coverage with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate limit.

The bidder shall provide immediate notice in the event there is any change of insurance or that it has reached the insurance limits due to claims made.

- 16. IFB Amendment: In the event that it becomes necessary to revise this IFB, in whole or in part, an Amendment will be posted on the UPO website. Amendment(s) to this IFB may be issued at any time prior to its closing date and time. Bidders are required to acknowledge receipt of any Amendment by submitting a signed copy of each Amendment issued. Signed copies must be submitted as part of the signed proposal submission.
- 17. Completed Proposals: A bidder may submit no more than one (1) proposal in response to this IFB. The proposal shall be completed and signed by an individual who is authorized to bind the firm submitting the proposal.
- 18. Withdrawal of Proposals: At any time prior to the hour and date set for submitting proposals, a bidder may withdraw the proposal. This will not preclude the submission of another proposal prior to the hour and deadline for submission. After the deadline for submitting proposals, no bidder will be permitted to withdraw the proposal unless the award is delayed for a period exceeding 60 days.
- 19. Receipt and Opening of Proposals: Bidders are responsible to assure their proposal is delivered to UPO by the scheduled date and time. Only those proposals which are received in a timely fashion as set forth in this IFB will receive consideration. Proposals received after the date and hour designated are automatically disqualified and will not be considered; late proposals will be dated, marked as received late, and placed unopened in the proposal file. Bidders must pay particular attention to ensure the proposal is properly addressed. **UPO is not responsible if the proposal does not reach the destination specified by the appointed date and time.**
- 20. Contract Award Notification: When the evaluation process of the proposals is completed, the selected bidder will be formally notified by email. Other notifications will not be honored and should not be considered as a valid offer of award.

Any agreement resulting from this IFB shall be subject to but not limited to the following certifications:

- a. Certification that it nor its principles are not debarred, suspended, proposed debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in this transaction by any Federal department or agency in accordance with 45 CFR Part 76.
- b. Certification Regarding Lobbying under Title 31, US Code, Section 1352.
- 21. Contract Administration: UPO shall be responsible for administration of the contract for compliance with the interpretation of scope, schedule, and budget. Contact information will be provided upon award of the Contract.
- 22. Substantive Proposals: The bidder shall certify (a) that his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham offer; and (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing.
- 23. Governing Law: Any contract between UPO and the successful candidate responding to this IFB shall be governed by and enforced in accordance with the laws of the District of Columbia, without regard for the Conflicts of Laws provisions. The place of performance and the transaction of business under such contract shall be deemed to be the District of Columbia and the exclusive venue and place of jurisdiction

with respect to all matters pertaining to such contract shall be the local and federal courts within the District of Columbia.

- 24. By submitting a proposal, the bidder represents that:
  - The bidder has read and understands the IFB and submits the proposal in accordance therewith.
  - The bidder possesses the capabilities, equipment, and personnel necessary to provide an efficient and successful service.
  - The bidder has all required licenses and insurance.
- 25. No claim will be allowed for additional compensation or time for completion based on a lack of knowledge or lack of understanding of any part of the IFB.



#### VENDOR IDENTIFICATION FORM (must be completed and returned with proposal) <u>Appendix A</u>

Company Name:				
Doing Business As (DBA):				
Company Federal ID:				
Address:				
Remit To Address:				
Telephone:				
Fax:				
Email:				
Web address:				
Main Contact:				
Person responsible for response (if different):				
Print Name	Title	Authorized Signature	Date	



#### Authorization Form Supplier ACH/Direct Deposit United Planning Organization Accounts Payable

Appendix-B

1. Please Check One:							
	NEW Direct Deposit		CHANGE Direct Deposit	CANCEL Direct Deposit			
2. Vendor/Payee Information							
Name:							
Address:							
Contact Per	Contact Person's Name (if other than payee):						
<b>Telephone</b> 1	Number:						
Email Addı	ress:						
3. Financial	l Institution Information						
Bank Name	2:						
Bank Address:							
Name on Bank Account:							
Bank Accou	Bank Account Number:						
Nine-Digit Bank Routing/Transit Number (ABA):							
Type of Acc	count: Cl	necking	Savings				
<b>4. Approvals/Authorizations</b> - I certify that the information provided on this form is correct, and I hereby authorize United Planning Organization Office of Accounts Payable to electronically deposit payments to the bank account designated above. It is my responsibility to notify UPO Finance Dept for issues with payment received or deposited, and any changes to bank account information at <u>payments@upo.org</u> or (202) 238-4799). I understand that this authorization will remain infull force and effect until UPO Finance Dept received a written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days.							
Print Name:			Signature:	Date:			
Important ]	Information						
Please return completed form via email: payments@upo.org							
Finance De	partment Use Only			Date Stamp - Received			
	nd Approved by						
Date:							